

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO. 06-228**  
**ANNUAL SUPPLY OF**  
**COMPLETED TRAFFIC SIGNS AND SIGN FACES**

**DATE:** September 15, 2006

**CONTRACT PERIOD:** Sept. 1, 2006 thru Aug. 31, 2007

**CONTRACTOR:** Osburn Associates, Inc.  
P.O. Box 912  
Logan, OH 43138

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Jeff Osburn  
**Telephone No.:** 800-523.8917  
**FAX No.:** 740.385.8016  
**E-Mail Address:** jmosburn@osburnassociates.net

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**As Per Attached bid Specification No. 06-228**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 077284  
Dated: 9-12-06

 **COPY**

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY OF COMPLETED TRAFFIC SIGNS  
AND SIGN FACES  
SPECIFICATION 06-228**

**Contractor:  
Osburn Associates, Inc.  
P.O. Box 912  
Logan, OH 43138**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 12<sup>th</sup> day of Sept. 2006, by and between Osburn Associates, Inc., P.O. Box 912, Logan, OH 43138 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

and, For providing Annual Supply of Completed Traffic Signs and Sign Faces Spec. No. 06-228

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from **September 1, 2006 thru August 31, 2007**; with option to renew for two (2) additional one (1) year terms.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

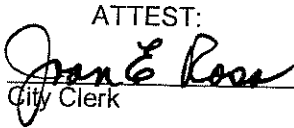
# CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

## EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:  
  
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 077284

dated Sept 12, 2006

## EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

 (SEAL)  
Secretary

Osburn Associates, Inc

Name of Corporation

PO Box 912 Logan OH 43138  
(Address)

By:

Duly Authorized Official

Vice President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name Osbuen Associates, Inc.

**PROPOSAL**  
**SPECIFICATION NO. 06-228**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, August 09, 2006**

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The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Sign Face</u>	<u>Sheeting</u>		<u>Est</u>	<u>Unit</u>	<u>Total</u>
<u>Examples (but not limited to)</u>	<u>Type</u>	<u>Size</u>	<u>Qty.</u>	<u>Price</u>	<u>Price</u>
1. No Parking (with time restrictions)*	H.I.P.	10" x 12"	10	\$ <u>1.50</u>	\$ <u>15.00</u>
2. No Parking Anytime* No Parking Anytime (with arrows)* No Parking (with time restrictions)*	H.I.P.	12" x 18"	600	\$ <u>2.61</u>	\$ <u>1566.00</u>
3. Reserved Parking Handicap \$100 fine, 2 Hr Parking*	H.I.P.	12" x 24"	10	\$ <u>3.51</u>	\$ <u>35.10</u>
4. Type 3 Object Marker (Left)	H.I.P.	12" x 36"	35	\$ <u>5.25</u>	\$ <u>183.75</u>
5. No Pedestrians	H.I.P.	18" x 18"	5	\$ <u>3.93</u>	\$ <u>19.65</u>
6. One Way (Horiz. Left Arrow) One Way (Horiz. Right Arrow) Snow Route* Chevron	H.I.P.	18" x 24"	60	\$ <u>5.25</u>	\$ <u>315.00</u>
7. End School Zone* Bike Route	H.I.P.	24" x 18"	75	\$ <u>5.25</u>	\$ <u>393.75</u>
8. No U Turn (Symbol)	H.I.P.	24" x 24"	15	\$ <u>7.02</u>	\$ <u>105.30</u>
9. Speed Limit 25 Speed Limit 35 Keep Right (Symbol)	H.I.P.	24" x 30"	30	\$ <u>8.75</u>	\$ <u>262.50</u>
10. Center Lane Common Left Stop Here on Red (with arrows) No Right Turn on Red (symbol)	H.I.P.	24" x 36"	30	\$ <u>10.50</u>	\$ <u>315.00</u>
11. School Speed Limit 25 When Flashing (School in F.Y.G.)	H.I.P.	24" x 48"	20	\$ <u>22.80</u>	\$ <u>456.00</u>

Company Name Osburn Associates  
Inc.

<u>Sign Face</u> <u>Examples (but not limited to)</u>	<u>Sheeting</u> <u>Type</u>	<u>Size</u>	<u>Est</u> <u>Qty.</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Price</u>
12. Lincoln City Limits*	H.I.P.	30" x 24"	50	\$ <u>8.75</u>	\$ <u>437.50</u>
13. Do Not Enter Left Lane Must Turn Left	H.I.P.	30" x 30"	50	\$ <u>10.93</u>	\$ <u>546.50</u>
14. Speed Limit 25 Speed Limit 35	H.I.P.	30" x 36"	60	\$ <u>13.05</u>	\$ <u>783.00</u>
15. One Way (Right Arrow) One Way (Left Arrow)	H.I.P.	36" x 12"	75	\$ <u>5.25</u>	\$ <u>393.75</u>
16. Prepare to Stop When Flashing*	F.Y.G.	36" x 24"	35	\$ <u>26.10</u>	\$ <u>913.50</u>
17. Large Arrow (Right)	H.I.P.	48" x 24"	10	\$ <u>14.00</u>	\$ <u>140.00</u>
18. Left Turn Right Turn Curve Right Reverse Curve	H.I.P.	30" Diamond	30	\$ <u>10.93</u>	\$ <u>327.90</u>
19. Railroad Crossing	H.I.P.	36" Circle	10	\$ <u>15.75</u>	\$ <u>157.50</u>
20. Advance Pedestrian Crossing	F.Y.G.	30" Diamond	10	\$ <u>27.18</u>	\$ <u>271.80</u>
21. Signal Ahead Right Lane Ends	H.I.P.	36" Diamond	30	\$ <u>15.75</u>	\$ <u>472.50</u>
TOTAL Sign Faces \$					<u>8,111.00</u>

<u>Fabricated Sign</u> <u>Description</u>	<u>Sheeting</u> <u>Type</u>	<u>Size</u>	<u>Est</u> <u>Qty.</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Price</u>
1. STOP	H.I.P.	30" Octagon x 0.80"	300	\$ <u>24.80</u>	\$ <u>7440.00</u>
2. YIELD	H.I.P.	36" Triangle x 0.80"	40	\$ <u>15.75</u>	\$ <u>630.00</u>
3. School Advance	F.Y.G.	36" Pentagon x 0.10"	100	\$ <u>58.00</u>	\$ <u>5800.00</u>
4. Ahead	F.Y.G.	36" x 20" x 0.10"	100	\$ <u>33.00</u>	\$ <u>3300.00</u>
5. Arrow (Down Left)	F.Y.G.	30" x 18" x 0.10"	60	\$ <u>24.60</u>	\$ <u>1476.00</u>
TOTAL Fabricated Signs \$					<u>18,646.00</u>

BID SECURITY REQUIRED: YES X NO

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Term of Agreement is one (1) year: September 1, 2006 through August 31, 2007.

Contract Extension Renewal is an option:

Yes   X    
No       

**TERM PRICE CLAUSE: BIDDER MUST STATE**

- (a) Bid prices firm for the full contract period:   X  ; or  
(b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_  
(c) If (b), state period for which prices will remain firm:  
Through \_\_\_\_\_

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

  X   YES        NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**COMPANY REPRESENTATIVE** responsible for the administration of this Agreement:

NAME: Jeff Osburn  
TITLE: Vice-President  
PHONE NO. 800-523-8917

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County, and to enter into a contract if this proposal is accepted.

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**

**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-228**

Osburn Associates, Inc.

COMPANY NAME

P.O. Box 912

STREET ADDRESS or P.O. BOX

Logan, OH 43138

CITY, STATE ZIP CODE

800-523-8917 740-385-8016

TELEPHONE No. FAX No.

Jmosburn@osburnassociates.net

E-MAIL ADDRESS

BY (Signature) [Signature]

Jeff Osburn

(Print Name)

Vice-President

(Title)

8-3-06

(Date)

45 ARO

ESTIMATED DELIVERY DAYS

29610 Net 30

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov)

Keyword: Bid

The Intent to Award will be listed on the website when a recommendation is received from the Department.